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4 BILL NO. S-77-01- 41

5 SPECIAL ORDINANCE NO. S- 43-77

6 AN ORDINANCE approving a contract
7 with David Westropp for construction
8 of a sanitary sewer.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated January 10, 1977,
12 between the City of Fort Wayne, by and through its Mayor and
13 the Board of Public Works and David Westropp, for:


14 Said Sewer when accepted by the City will serve a por-
15 tion of the following described real estate:

16 W 1/2, N.E. 1/4, Section 12, Township 31 North,
17 Range 12 East, N 1/2, N.W. 1/4, S.E. 1/4, Section
18 12, Township 31 North, Range 12 East, containing
19 inclusive approximately 77+ acres,

20 for the total cost to Sewer Utility of \$28,700.00 and when the
21 Excess Area is served Sewer Utility will receive connection charge
22 plus area connection fee of \$475.00 per acre, all as more part-
23 icularly set forth in said contract which is on file in the Office
24 of the Board of Public Works and is by reference incorporated
25 herein, made a part hereof and is hereby in all things ratified,
26 confirmed and approved.

27 SECTION 2. This Ordinance shall be in full force and
28 effect from and after its passage and approval by the Mayor.
29

30 
Councilman

31
32
33
34 APPROVED AS TO FORM
35 AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 1-25-77.

Charles W. Tuttleman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage.
PASSED (lost) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>		<u>0</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>			<u>✓</u>	
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 2-8-77

Charles W. Tuttleman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)
ORDINANCE (RESOLUTION) No. 2-43-77 on the 8th day of Feb, 1976.
ATTEST: (SEAL)

Charles W. Tuttleman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of February, 1976, at the hour of 11:10 o'clock A M., E.S.T.

Charles W. Tuttleman
CITY CLERK

Approved and signed by me this 10th day of February, 1976, at the hour of 8:30 o'clock 2 M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-77-01-41

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with David Westropp for construction of a
sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance as PASS.

PAUL M. BURNS - CHAIRMAN

FREDRICK R. HUNTER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

JAMES S. STIER

2-8-77 CONCURRED IN
DATE CHARLES W. WESTERLUND, CITY CLERK

20 Bd. of Works -
1-12-77.



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

January 3, 1976

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Attached is a copy of a proposed Sewer Extension Agreement to serve Manor Park and adjacent areas, together with a letter from the developer asking the Board to request a "Prior Approval" because of extensive need for sewage service in said Manor Park.

Due to the necessity for oversizing to provide for future expansion, the City Utility will be paying the developer \$28,700.00 plus providing engineering and inspection. All costs to the Utility will be recouped from area assessments of \$475.00 per acre when adjacent areas are serviced.

The Board, therefore, respectfully requests a "Prior Approval" on this Agreement. An Ordinance will be submitted for formal approval as soon as documents are executed.

Sincerely,

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

CITY OF FORT WAYNE

Robert E. Armstrong
Robert E. Armstrong, Mayor

/e/s

Attachments: 2

APPROVED:

Paul J. Brown
D. S. Schmidt

William J. Fungos

Frederick R. Winter
Samuel J. Talano

John J. McElroy

Vivian P. Schmidt

James J. Hite

William R. Williams

MEMBERS OF THE COMMON COUNCIL

ATTEST

Charles W. Westerman

Charles W. Westerman, City Clerk

12-4-77

AN EQUAL OPPORTUNITY EMPLOYER



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AGREEMENT
FOR
SEWER EXTENSION

64-93-10 H.I

THIS AGREEMENT, made in triplicate this 10 day of Jan., 1977, by and with 1/10/77
between Dave Westropp, hereinafter referred to as "Developer", and the CITY OF FORT WAYNE,
INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:
Manor Park Collector Sewer, beginning at a proposed new manhole located at \pm 100 l.f.
south of Manhole No. 17 on St. Joe Interceptor Resolution No. 271; thence west \pm 1,888
l.f. through on Manhold 1-1 to Manhole 1-5; thence Northwesterly 820 l.f. through Manhole 1-6
to Manhole 1-8; thence west \pm 378 l.f. through Manhole 1-9 to 1-10, terminating at a point
 \pm 230 l.f. west of the centerline of Manor Drive. Said sewer to be 15" in size, in
accordance with plans, specifications and profiles heretofore submitted to the City and
now on file in the office of the Chief Water Pollution Control Engineer of the City Utilities
of the City, and titled as Manor Park Collector Sewer which plans, specifications, profiles
are by reference incorporated herein and made a part hereof, which sewer will serve not only
land in which the Developer has an interest, but also adjoining land areas and hereinafter
referred to as "Sewer".

WHEREAS, the total cost of construction of said Sewer is represented to be \$116,070;
composed of \$57,400 for oversizing construction costs; \$39,850 for local construction
cost; \$10,500 for engineering services; and \$8,320 for inspection fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and
agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said Sewer to be constructed and located in accordance
with said plans, specifications, and profiles, all approved by the City, under private
contract to be let within sixty (60) days after requisite City approval. All work and
materials shall be subject to inspection by and the right of the City to halt construction
if there shall be noncompliance therewithin. Said Sewer shall not be deemed permanently
connected into the Sewer system of the City until final acceptance by the City. Upon
completion, said Sewer shall become property of City and City shall accept sewage therefrom,
subject to such sewage charges as may now or hereinafter be regularly established by the
City, and all further maintenance shall be borne by the City.

2. COST OF CONSTRUCTION

The cost of construction shall be divided as follows:

- a. The oversizing construction cost will be divided equally between the Developer and the City, the City will pay the Developer cash in the amount of \$28,700 for their portion of the oversizing upon the acceptance of the above described Sewer, and in order to further induce the Developer to construct

the required oversizing, the area connection fees of \$475 per acre, as per Resolution #61-140-11 due the City on the property owned by the Developer which is shown on Exhibit "A" and served by the construction of this Sewer shall be waived by the City. The total oversizing construction cost shall be assigned to the charges against the excess area.

- b. The local construction cost and engineering services shall be provided by the Developer at no cost to the City.
- c. The inspection fees shall be provided for by the City at no cost to the Developer, but shall be assigned to the charges against the excess area.

3. AREA OF DEVELOPER (Reference Exhibit "A")

Said Sewer when accepted by the City will serve a portion of the following described real estate: W 1/2, N.E. 1/4, Section 12, Township 31 North, Range 12 East, N 1/2, N.W. 1/4, S.E. 1/4, Section 12, Township 31 North, Range 12 East, containing inclusive approximately 77± acres.

As the Developer will pay for the total cost of construction of said Sewer in accordance with Item #2 above, as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said Sewer by the present or future owners of said real estate, except the customary tap-in permit fee and only as to such standard monthly sewage treatment charges as are customarily charged by the City for connections to City Sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST EXCESS AREA (Reference Exhibit "A")

Said Sewer, when constructed, will also serve a portion of the additional or excess 248± Acre area as shown, located within the South 3/4 of the East 1/2 N.E. 1/4 Section 11, Township 31 North, Range 12 East; N. 1/2, Section 12, Township 31 North, Range 12 East.

In the event any present or future owner of said described excess area shall at any time after the date of this Agreement desire to use said Sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land, the City shall receive an area connection fee for the construction of said Sewer, in the amount of \$265 per acre. This is in addition to the \$475 per acre area connection fee due City for Res. 61-140-11 recorded by instrument No. 74-22909.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said Sewer against defects for a period of one year from the date of final acceptance of said Sewer by the City.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof, Pursuant to Burns Indiana Statutes Anno. IC 19-2-7-16.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the Sewer constructed hereunder shall be deemed to thereby waive his, her, or their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Section 48-3963, 3964 and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:

Dave Westropp
Dave Westropp

CITY OF FORT WAYNE, INDIANA

By *Robert Elmstrong*
MAYOR

BOARD OF PUBLIC WORKS

By *Henry P. Wehrberg*

By *Edward W. Parnas*

By *May G. Scott*

ATTEST:

Ursula Miller
Clerk

Approved as to form and legality

Carol B...
Associate City Attorney

This instrument prepared by Phil Boller, Chief Water Pollution Control Engr.

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a notary public in and for said County and State, personally appeared Dave Westropp who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained

WITNESS my hand and notarial seal, this 15th day of December, 1976.

Helen I. Woodring
Helen I. Woodring, Notary Public

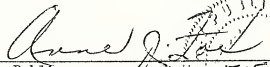
My Commission Expires:


Feb. 26, 1980

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State,
personally appeared Robert E. Armstrong, Henry P. Wehrenberg, Ethel H. LaMar, Max G.
Scott and Ursula Miller, known to me to be the Mayor, the members of the Board of
Works, and the Clerk of said Board of the City of Fort Wayne, Indiana, respectively, and
the voluntary act and deed of said CITY.

WITNESS my hand and notarial seal this 10 day of January, 1977.


Notary Public
(Type name)


ANNE J. Fox

My Commission Expires:

3/6/80

TITLE OF ORDINANCE SPECIAL ORDINANCE - Sewer Extension Agreement - Manor ParkDEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE Sewer Extension Agreement between the City and David Westropp,Developer, provides for construction of the Manor Park Collector Sewer which will
serve Manor Park and Excess Area.The Utility will contribute \$28,700 for oversizing.When Excess Area is served Utility will receive connection charge plus area
connection fee of \$475.00 per acre.EFFECT OF PASSAGE Oversizing main to allow for future expansion. Service to
customers outside City Limits. Reimbursement to City when Excess Area is served.EFFECT OF NON-PASSAGE PRIOR APPROVAL RECEIVEDMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to SEWER UTILITY - \$28,700.00ASSIGNED TO COMMITTEE Burns